

**Consulting Agreement
Between Paul Hawkes and the Dixie County School Board**

This “amended” consulting agreement (“Agreement”), dated as indicated below, is entered into by and between Paul M. Hawkes (“Consultant”) with an address at 3785 Wentworth Way, Tallahassee, FL 32311, and the Dixie County School Board (“Client”) with an address of 16077 NE 19 Highway, Cross City FL 32628.

The Client desires to retain the services of Consultant to assist on issues pending before the Florida Legislature or the Executive Branch of government that, in the Client’s opinion, impact their ability to meet their responsibility to provide a high quality public education to the students and taxpayers of Dixie County. Although Consultant is a member of the Florida Bar in good standing, Client is not retaining Consultant as a lawyer or to provide legal services. Intending to be bound by this Agreement, the parties hereto agree as follows:

1. Consultant's services will include assisting the Dixie County School Board in promoting client’s preferred policy choices before appropriate state level entities, and, in addition, at client’s direction, may include assisting, consulting and advising client as to the feasibility or possibility of pursuing other fiscal assistance from the state, and keeping Client advised as to the status of legislation that Client is interested in tracking. To facilitate communication and transparency the parties agree to the following:
 - a) Consultant will report to the Dixie County School Board at least four times per year, either in person, with representatives of client, or at such times as the client may request to report on activities, to set priorities, and to answer questions. Appearances may include regularly scheduled board meetings or special board meetings. The parties expect that the appearances or meetings will be connected with the legislative schedule to establish priorities, to report on progress and to report on results. Client may request additional appearances client deems beneficial.
 - b) The Consultant will provide written reports to the contract manager summarizing activities taken on behalf of client at least four times per year, again based on the legislative schedule. One report will be provided prior to session each year, two will be provided during regular session each year and one will be provided within 30 days post session each year. Additional reports may be provided upon request of the contract manager.
2. This Agreement shall commence January 1, 2020 and terminate on December 31, 2020, and may be continued on a monthly basis by mutual consent of the parties, subject to early termination as provided in Section 9. The parties may express mutual consent by continuing invoicing and payment as outlined in Section 3 for like periods of time, always subject to the early termination provided for in Section 9.
3. Client shall pay Consultant \$3,000.00 per month during the term of this Agreement. Payments shall be due the first of each month. Consultant’s invoices shall be emailed

each month to tonyahowell@dixie.k12.fl.us, lynetteallen@dixie.k12.fl.us, and any other email addresses provided to the Consultant by the Contract Manager designated in Section 11.

4. Consultant acknowledges that all information received by him, and all work performed by him, under this Agreement is the work product of client and agrees to use such information only in fulfilling his obligations under this Agreement. Beyond fulfilling his obligations under the Agreement, Consultant shall hold such information in strict confidence subject to Consultant's right to disclose any such information as may be required by governmental or legal authorities, such as registration before the legislature and executive branches of government and filing required disclosures with the Florida House of Representatives. Client consents to Consultant filing required disclosures with appropriate entities. If access to any of the materials in Consultant's possession relating to this engagement is sought by a third party, such as through a public records request pursuant to Chapter 119, Florida Statutes, Consultant will promptly notify Client of such action, tender to Client any potentially responsive documents, advise as to any defense Consultant may have responding to such request and cooperate with Client concerning Consultant's response thereto. This undertaking to keep such information confidential shall survive for three (3) years after termination or expiration of this Agreement.
5. All working papers, records or other documents of archival value, other than such documents prepared or maintained by either the legislature or the executive branch of government, regardless of their nature and the source from which they emanate, shall be held by Consultant for Client's convenience and subject to Client's unqualified right to instruct Consultant with respect to possession and control. Working papers, notes, summaries, or other promotional materials prepared by Consultant, or under his direction, are not of archival value and may be handed out or otherwise disposed of when deemed to be no longer of value in promoting Client's interest. Consultant will immediately return all documents, records or working papers provided to Consultant by Client, to Client at its request. As part of the agreement to provide Consultant's services in this matter, Consultant will immediately notify Client of the happening of any one of the following events: (a) a request by anyone to examine, inspect or copy such documents or records; or (b) any attempt to serve, or the actual service of any court order, subpoena or summons upon Consultant which requires the production of any such documents or records.
6. Consultant represents and warrants that:
 - i. Consultant has the valid and legal right to enter into this Agreement and that the performance of its obligations hereunder will not violate the terms of any other agreement or understanding to which he is a party, nor conflict with the rights of any third party, including without limitation, rights of patent, trade secret, trademark or copyright;

ii. Client acknowledges that Consultant will represent other entities as a lobbyist. Consultant agrees not to become engaged during the Term of this Agreement with any third party contracts that will interfere with the performance of Consultant's obligations hereunder;

iii. Consultant has and will continue to file all reports required to be filed by it with respect to the Services the Consultant performs and the compensation received; and,

iv. Consultant will maintain workers' compensation insurance as required by any applicable requirements of Florida law.

7. This Agreement will be governed and construed in accordance with the laws of the State of Florida.
8. This Agreement constitutes the entire understanding of Consultant and Client and supersedes any and all prior Agreements, whether oral or written, relating to the subject matter. This Agreement may not be assigned by either party without the express written consent of the other.
9. Although it is the parties anticipation that this Agreement will be in effect for its entire term, either party may terminate this Agreement, or any extension of this Agreement in (a) the event of a material default at any time upon written notice to the other party, provided that if such breach is reasonably curable, specific written notice of such breach shall be provided and the termination shall be effective if the breach is not cured within ten (10) days of receipt of such notice, or (b) at the convenience of either party with thirty (30) days advance written notice.
10. Client designates the Dixie County Superintendent of Schools, Mike Thomas, to act as Contract Manager under this agreement. The Contract Manager will provide any formal instructions to Consultant in fulfilling his administrative obligations under this Agreement. Unless instructed to the contrary by the Contract Manager, Consultant may also take direction on the policy positions adopted by Consultant, from the Chair of the Dixie County School Board or the Superintendent of Schools. Consultant may also answer inquires by any member of the school board, legal counsel for the School Board, or members of the Superintendent's district staff, such as the Assistant Superintendent of Finance and Business Services, or the Director of Elementary and Secondary Education of schools, on behalf of the School Board. Client may at any time change these designations by having the Contract Manager advise the Consultant in writing of such changes.
11. Consultant will meet all registration, disclosure, and reporting requirements under either applicable Statutes or Rules to lobby on behalf of Client before the Florida Legislature and the Executive Branch and its agencies.

12. Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. The Consultant is not an agent of the Client for any purposes (and will not represent itself as an agent of the Client). Consultant acknowledges that it shall have no authority to make commitments to or enter into contracts on behalf of or otherwise obligate the Client in any manner whatsoever, except as specifically provided in this Agreement.
13. The services to be provided hereunder are personal in nature and Consultant may not assign this Agreement or otherwise transfer or subcontract any right and/or obligations or assign the primary responsibility hereunder to other employee(s) of Consultant without Client's prior written consent, in Client's sole discretion, and any attempt to do so will be void and will constitute a default hereunder.
14. Any legal suit, action or other proceeding by one party to this Agreement against the other, arising out of, or relating to, this Agreement shall be instituted only in Bradford County, Eighth Judicial Circuit, the State of Florida, and each party hereby waives any objections which it may now or hereafter have based on venue and/or forum non-conveniens of any such suit, action or proceeding and submits to the jurisdiction of such courts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

In witness hereof, the parties have caused this Agreement to be executed by their proper corporate officers thereunto duly authorized as of the day and year first above written.

DIXIE COUNTY SCHOOL BOARD

PAUL M. HAWKES

By: /s Mike Thomas
Michael Thomas
Superintendent of Schools

By: /s Paul Hawkes
Paul M. Hawkes